JD-46-06
Brooklyn, NY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

TRIM CORPORATION OF AMERICA, INC. Case Nos. 29-CA-26325
29-CA-26378
and 29-CA-26720

LOCAL 2179, INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA-UAW, AFL-CIO

Marcia E. Adams, Esq., for the General Counsel.
Richard M. Howard and Jeffrey Meyer, Esqs. (Kaufman, Schneider & Bianco, LLP) Jericho, New York for the Respondent.

DECISION

Statement of the Case

ARTHUR J. AMCHAN, Administrative Law Judge. This case was tried in Brooklyn, New York, on May 3, 2005. The presiding judge issued a decision in this matter on September 7, 2005. On May 31, 2006, the Board remanded this case to the chief administrative law judge for reassignment with direction that the new judge review the record and issue a reasoned decision. Chief Judge Robert Giannasi assigned this matter to me on June 8.

The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) in a number of respects, including refusing or failing to respond to information requests and implementing unilateral changes in the terms and conditions of bargaining unit members. A determination as to whether Trim Corporation violated the Act in making the changes depends for the most part on the issue of whether it lawfully withdrew recognition from the Union on June 28, 2004.

On the entire written record, and after considering the briefs filed by the General Counsel[1] and Respondent I make the following

Findings of Fact

I. Jurisdiction

Respondent, Trim Corporation of America, Inc., assembles and packages Christmas ornaments and decorations at its facility in Brooklyn, New York. It purchases and receives at its Brooklyn facility, goods and materials valued in excess of $50,000 directly from suppliers outside the State of New York. Respondent admits, and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union, Local

[1] Page 7 is missing from the copy of the General Counsel's post-trial brief that is in my possession.

2179 of the UAW, is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

The Union, UAW Local 2179, has represented Respondent's warehouse and assembly employees since the early 1990s. Prior to that time, UAW District 65 represented these employees. The last collective bargaining agreement between Respondent and the Union was effective from May 1, 2001, through April 30, 2004.

The request for information

In March 2004, Union Business Representative Horace Anderson visited Respondent's worksite. He observed an employee working alongside bargaining unit employees. Anderson determined through conversations with this employee, and Respondent's Treasurer/Controller Stanley Pawigon, that several employees of Heritage Company were working alongside unit employees. They cut cartons and packed Christmas ornaments, which is the same work performed by bargaining unit employees. Pawigon informed Anderson that Heritage is owned by the same individuals who own Respondent.

The Union and Respondent began negotiations for a new or extended collective bargaining agreement on April 15, 2004. On April 27, Anderson sent Respondent a request for information regarding Heritage. Respondent, by counsel, replied the next day, asking the Union to demonstrate the relevance and necessity of the requested information to the ongoing collective bargaining negotiations. On May 3, 2004, the Union submitted an extensive information request regarding the relationship between Heritage and the Respondent, citing a concern that Heritage was Respondent's "alter ego."

On May 5, Respondent replied to this request by counsel, refusing to supply any of the information unless the Union set forth its basis as to any alleged alter ego relationship. The Union responded by stating that its information was "based on reports from our bargaining unit members." On May 19, Respondent's attorney again refused to produce the requested information without more specific information as to any alleged alter ego relationship.

On June 28, 2004, the same day that it withdrew recognition from the Union, Respondent, through counsel, again responded to the Union's May 3 information request. Respondent denied having an obligation to provide any of the information. However, Trim provided the Union with a copy of a collective bargaining agreement between Heritage Corporation and Local 210 of the Warehouse and Production Employees, AFL-CIO, and a current payroll record of Heritage's employees, with the names redacted, as well the names of the owners and/or shareholders of Heritage. The June 28, 2004 letter confirmed that the owners of Trim own Heritage in the same percentage and proportion that they own Trim.

Analysis

The Board has held that information requested by a union concerning the existence of an alter-ego operation falls into the category of information that is not presumptively relevant. When a union has requested information with respect to matters occurring outside the bargaining unit it represents, the union has the burden to demonstrate that the information sought is relevant to the performance of its duties. This burden is not an exceptionally heavy one. The union must show that it had a reasonable belief that enough facts existed to give rise to its suspicion that an alter ego relationship exists. The Union does not have to establish that the requested information would established the existence of an alter-ego operation, *Pence*

Construction Co., 281 NLRB 322, 324-5 (1986); *Bentley-Jost Electric Corp.,* 283 NLRB 564, 567-68; (1987); *Reiss Viking,* 312 NLRB 622, 625-26 (1993).

The Union herein has met its burden. Union Business Representative Anderson observed employees of Heritage working alongside unit employees doing work that may have been bargaining unit work. Anderson discussed these observations with Respondent's Treasurer/Controller Stanley Pawigon and told Pawigon that he suspected that Heritage was an alter ego of Respondent. Pawigon denied this but informed Anderson that Heritage was owned by the same individuals who owned Respondent (Tr. 19). Section XXXIII of the parties' collective bargaining agreement specifically made their collective bargaining agreement applicable to the employees of an employer found to be an alter ego of Trim (Jt. Exh. 1 p. 17). Thus, Respondent had actual knowledge of the reasons for which the Union suspected an alter-ego relationship between Trim and Heritage, and also the relevance of the Union's request for information to that concern, *Cannelton Industries,* 339 NLRB 996, 997 (2003). That is sufficient to place Respondent under an obligation to provide any information requested that may reasonably bear upon the issue of whether Heritage is an alter-ego of Respondent.

Respondent argues that the Union's request was irrelevant to the performance of its duties because section V of the expired collective bargaining agreement placed no limits on its right to subcontract. Nevertheless, the parties were engaged in negotiations for a new or extended collective bargaining agreement. The Union may well have sought to place limits on Respondent's freedom to subcontract. More importantly, as stated previously, Section XXXIII of the agreement which expired on April 30, 2004, specifically made their collective bargaining agreement applicable to the employees of an employer found to be an alter ego of Trim (Jt. Exh. 1 p. 17). This provision renders the Union's request relevant both to negotiations for a new contract and to Respondent's compliance with the expired contract prior to April 30, 2004.

The fact that Respondent provided the Union some of the requested information on June 28, in no way negates the fact that it violated Section 8(a)(5) and (1). Unreasonable delay in furnishing information relevant to the processing of grievances and contract negotiations is as much a violation of the Act as a refusal to furnish any information at all, *Bundy Corp.,* 292 NLRB 671 (1989). Under the circumstances of the instant case, Respondent's delay in providing the requested information was patently unreasonable and may well have been a contributing factor to employees' disaffection with the Union and Respondent's resulting withdrawal of recognition.

Moreover, the provision of relevant requested information the same day that Respondent withdrew recognition of the Union violates Section 8(a)(5). An employer can either recognize a union as the collective bargaining representative of its employees and bargain with it, or contest its status; it cannot do both, *Terrace Gardens Plaza v. N.L.R.B.,* 91 F. 3d 222 (D.C. Cir. 1996). "The Board has consistently found that where an employer continues to challenge the validity of a union's certification, it is effectively refusing to bargain with the union, even where it has stated that it is willing to engage in negotiations," *Fred's Inc.,* 343 NLRB No. 22 (2004); *GKN Sinter Metals, Inc.,* 343 NLRB No. 46 (2004). Thus, Respondent did not fulfill its obligations to bargain with the Union on June 28, by providing some of the requested information.

Withdrawal of Recognition and Unilateral Changes

In the spring of 2004 only three bargaining unit employees worked for Respondent, Wilfredo Cruz, who was the Union's shop steward, Richard Yulson and Matthew Amos. Two others had been laid off, apparently in the recent past. On June 23, 2004, Richard DiFransisco, one of Respondent's supervisors and/or agents, conducted a meeting with the three bargaining unit employees in the facility's locker room. Cruz, Yulson and Amos testified as to what

transpired at this meeting; DiFransisco did not testify.

Cruz, testified with the assistance of an interpreter, although he has some facility to speak and write in English. Yulson and Amos testified in English. Cruz testified that:

> We sat down in the changing room—the locker room. Richard DiFransisco told the three of us the Union was no longer as strong as[2] it used to be, we had to decide if we were going to work for the company and to struggle for ourselves (sic)…
>
> At that point is that he put this book on the table and told us "Here the Union gives you eight days of sick leave but according to our contract, which is this book, you're going to get six days. And of the four weeks of vacation some of you have, you're only to get three. Read the book." And before leaving he told us, "Tell us the decision you're going to take. Read the book." I took the book and asked – to read it and asked Bob Yulson if he was going to read it, he told me he already had a copy…

Tr. 49.

Robert Yulson confirmed that DiFransisco called the three bargaining unit employees into a meeting in the locker room on June 23. Yulson's testimony about this meeting is as follows:

> Q. Could you tell me what transpired at that meeting?
> A. Richie D. called us in and says that "Under orders of management I'm not going to get involved in negotiations for this contract year." And then he walked out, just let us know that he had nothing to do with it.
> Q. Was there any discussion with Mr. DiFransisco at that meeting or any other time about whether you should or should not withdraw—
> A. No, there was not.
> Q. – your recognition?

Tr. 91.

In an apparent effort to contradict Cruz's testimony, Yulson testified that he did not know where Respondent kept copies of its employee handbook and that he did not receive one from Trim until June 28, after he handed Stanley Pawigon a letter indicating that he no longer desired to be represented by the Union.

Matthew Amos also testified that he was dissatisfied with the representation he was receiving from Local 2179 and afterwards testified about the June 23 meeting. Amos said he was dissatisfied with the Union because its representatives didn't visit the plant enough and because they hadn't consulted with him regarding the 2004 contract negotiations. He was unhappy because he was getting ready to retire in eight years "and that would look like it was a damper to my eight years" (Tr. 109).

> Q. (by Respondent's counsel): so what did you do about the dissatisfaction that you felt?

[2] Rendered "was" in the transcript.

A. Well, I spoke to Mr. Richie DiFransisco and he told me that he wasn't involved in negotiations this year and he told me Stanley and the lawyers were handling negotiations.
Q. Now, you heard testimony earlier today about a meeting in a locker room with Mr. DiFransisco, Mr. Cruz, Mr. Yulson and yourself and that Mr. DiFransisco spoke about whether you should remain in the Union at that meeting, what's your recollection of that?
A. I was in a meeting with Richard DiFransisco, Bob Yulson and Wilfredo Cruz.
Q. In 2004, has Mr. DiFransisco—what, if anything, has Mr. DiFransisco said to you about whether or not you should be in the Union?
A. Nothing.

Tr. 109.

Credibility Determination

Before making a credibility determination regarding what occurred at this June 23, meeting, it is worthwhile to examine Wilfredo Cruz's uncontradicted testimony as to what transpired afterwards. On June 28, DiFransisco called Yulson and Amos into his office. He did not invite Cruz to this meeting. Yulson and Amos were in DiFransisco's office for about 45 minutes (Tr. 58). There is no evidence in the record as to what was said during this meeting.

On June 28, after their meeting with DiFransisco, both Yulson and Amos went to the office of company Treasurer/Controller Stanley Pawigon and handed Pawigon a one sentence note to the effect that they did not want the Union to represent them any longer. If one is to believe their accounts, after their meeting with DiFransisco, each of them decided independently and without regard to anything said to them by DiFransisco or other management officials to quit the Union the same afternoon. This is so highly implausible that I do not credit the testimony of either Yulson or Amos with regard to either the events of June 23 or June 28.

Rather, I credit the testimony of Cruz that DiFransisco, in some manner, indicated to the three employees on June 23 that if they wanted to continue working at Trim that they would have to do without representation by the Union (see Tr. 83).[3] In addition to Cruz's testimony I rely on the sequence of events on June 28, i.e. the fact that almost immediately after meeting with DiFransisco, Amos and Yulson quit the Union. One can only infer that at the June 28 meeting, DiFransisco improved upon the message implied at the June 23 meeting; that if the employees want to continue working at Trim, it would have to be without representation from the Union. I also infer that DiFransisco told Yulson and Amos to see Stanley Pawigon that day in order to rescind the Union's authorization to represent them.

I would also note that Yulson's testimony that DiFransisco called the meeting on June 23 simply to tell unit employees that he had no role in collective bargaining negotiations is also incredible. Yulson and Cruz had previously attended several contract negotiation sessions. DiFransisco did not attend any of these. Thus, there was no need for DiFransisco to inform unit employees that he was not involved in the negotiations, Tr. 65-66. I would also note that Amos

[3] Cruz's testimony is confusing at points, due, I suspect, to an incomplete mastery of the English language. However, I believe his testimony is in essence accurate. As to his conversations with company officials on June 29 and July 12, I glean that Cruz did not understand that Trim would no longer pay for the union's health insurance plan until specifically told so on July 12.

did not corroborate Yulson's testimony as to what was said at the June 23 meeting; indeed, he did not say anything regarding what DiFransisco said at that time.

In finding Cruz credible and Yulson and Amos incredible, I rely also on the highly unlikely explanation given by Yulson and Amos for the purportedly independent decisions to quit the Union on June 28. Yulson testified that this decision was in part due to the freezing of his pension in the early 1990s—an extremely unlikely scenario. Neither witness addressed the fact that there were immediate negative impacts upon their working conditions from the withdrawal of union representation, such as reduction in vacation time from 4 weeks to 3 and a reduction in sick leave days from 8 to 6 and no discernable benefit to either one from the withdrawal of recognition.

Finally, in discrediting the testimony of Yulson and Amos I am taking into consideration the fact they were pretried by Respondent's counsel together in an inherently coercive atmosphere, Tr. 102-03. Respondent interviewed both employees at the same time in the presence of Treasurer/Controller Stanley Pawigon. Pursuant to Board's decision in *Johnnie's Poultry,* 146 NLRB 770 (1964) an employer, when interviewing employees in preparation for trial, must communicate to employees the purpose of their questioning, assure the employee that no reprisals will take place and obtain his or her participation of a voluntary basis. The questioning must occur in a context free from employer hostility to union organization and must itself not be coercive in nature. There is no evidence that Respondent complied with *Johnnie's Poultry* in interviewing Yulson and Amos. Indeed, Pawigon's presence in the interview by itself was unnecessary and inherently coercive. Although the General Counsel has not plead a Section 8(a)(1) violation in regard to this pretrial interview, it is a contributing factor to my conclusion that the testimony of Yulson and Amos is unreliable.

After Withdrawing Recognition of the Union, Respondent makes unilateral changes in the terms and conditions of bargaining unit employees and lays off Wilfredo Cruz for over three months.

It is uncontroverted that after June 28, 2004, Respondent unilaterally changed the terms and conditions of employment for bargaining unit members. It reduced their vacation time from four weeks to three, reduced the number of days of sick leave from 8 to 6, changed employees' health insurance coverage and mourning or bereavement leave was reduced from 5 days to 3. Respondent also eliminated a paid holiday for employees' birthdays and ceased the practice of giving employees four hours of paid leave to vote.

On December 20, 2004, Respondent laid off Wilfredo Cruz. It recalled him to work on March 31, 2005. Under the expired collective bargaining agreement, Respondent would have been obligated to give the Union five days notice of this lay-off, which it did not do in the case of Cruz. Although Cruz had less seniority than Yulson or Amos, the expired collective bargaining agreement gave Cruz, the union steward, "super-seniority" with regards to lay-off, which Respondent did not honor.

Respondent violated Section 8(a)(1) on June 23, 2004

Based on the credible testimony of Wilfredo Cruz, I find that on June 23, 2004, Respondent violated Section 8(a)(1) in implicitly or explicitly threatening all three unit employee with the termination of their employment unless they renounced representation by the Union, *Frazier Industrial Co.,* 328 NLRB 717, 726 (1999)

Although the General Counsel did not allege such a violation until he filed his post-trial brief, I conclude that Respondent is not being denied due process in finding that Trim

Corporation, by Richard DiFransisco, violated Section 8(a)(1) on June 23. It is sufficiently related to the Complaint allegation alleging an illegal withdrawal of recognition to support the finding of a violation, *The Timken Company,* 236 NLRB 757 (1978); *Pergament United Sales,* 296 NLRB 333, 334-5 (1989). It was also fully and fairly litigated, *Letter Carriers Local 3825 (Postal Service),* 333 NLRB 343 n. 2 (2001). After Wilfredo Cruz testified about what was said by Supervisor DiFransisco at the June 23 meeting, Respondent elicited testimony from employees Yulson and Amos to contradict him. Respondent attempted through their testimony to establish that Yulson and Amos' withdrawal of the Union's authorization to represent them was made of their own free will and not the result of coercion by Trim management. I conclude this record demonstrates just the opposite and that Respondent had an ample opportunity to establish that its withdrawal of recognition was lawful.

Respondent violated Section 8(a)(5) and (1) by withdrawing its recognition of the Union on June 28, 2004.

An employer may not rely on decertification petitions or letters that are tainted by its coercive conduct to justify withdrawal of recognition from an incumbent union, *Smoke House Restaurant,* 347 NLRB No. 16 (May 31, 2006); *Williams Enterprises,* 312 NLRB 937 (1993). The withdrawal notices herein were tainted by DiFransisco's coercive remarks on June 23 and what I infer he said to Yulson and Amos behind closed doors on June 28.

The Union's loss of majority status is a direct result of this coercive conduct, *Master Slack Corp.,* 271 NLRB 78 (1984). The employees' withdrawal of support for the Union followed the coercive closed door meeting by no more than a few hours, if that, and occurred just 5 days after DiFransisco's coercive remarks on June 23. The nature of these remarks, an implied or express threat to the employees' continued employment at Trim obviously had a detrimental and lasting effect of the employees and was likely to cause disaffection from the Union. Finally, the likely effect of Respondent's conduct was just what it intended, written withdrawal by the employees of the Union's authorization to represent them.

Since Respondent's withdrawal of recognition violates the Act, so do all of its unilateral changes in the terms and conditions of unit members' employment.

Respondent was in the midst of negotiating a new or extension of its collective bargaining agreement with the Union at the time it withdrew recognition. Indeed, a bargaining session was scheduled for June 29, the day after the withdrawal.

When negotiating a collective bargaining agreement with the authorized representative of its employees, an employer is obliged pursuant to Section 8(a)(5) of the Act to maintain the status quo with regard to mandatory subjects of bargaining, *NLRB v. Katz,* 369 U.S. 736 (1962); Our *Lady of Lourdes Health Center,* 306 NLRB 337 (1992). During negotiations, an employer's obligation to refrain from unilateral changes in the wages, hours and other terms and conditions of employment of bargaining unit employees extends beyond the duty to provide notice to the Union and an opportunity to bargain about a subject matter. It encompasses a duty to refrain from implementing such changes at all, absent overall impasse on bargaining for the agreement as a whole, *Bottom Line Enterprises,* 302 NLRB 373 (1991). Thus, any unilateral change in the terms and conditions of employment of Respondent's employees after June 28, such as the reduction in vacation time, sick leave, bereavement leave and any changes in health insurance coverage, violated Section 8(a)(5) and (1).

The lay-off of Wilfredo Cruz in December 2004 also violated Section 8(a)(5) in that Respondent undertook the lay-off unilaterally without providing the Union notice and an

opportunity to bargain and because the super-seniority provisions of the 2001-2004 collective bargaining agreement survived the April 30, 2004 expiration of that agreement, *Bethlehem Steel Co.,* 136 NLRB 1500, 1502 (1962); *Frankline, Inc.,* 287 NLRB 263 (1987).

Summary of Conclusions of Law

1. Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union, in a timely manner, the information the Union requested on April 27, and May 3, 2004 regarding Respondent's relationship with Heritage Company.
2. On June 23, 2004, Respondent, by Richard DiFransisco, violated Section 8(a)(1) of the Act in threatening employees with loss of employment if they did not withdraw the Union's authorization to represent them.
3. Respondent violated Section 8(a)(5) and (1) by withdrawing recognition from the Union on June 28, 2004.
4. Respondent violated Section 8(a)(5) and (1) after June 28, 2004, by making unilateral changes to the terms and conditions of employment of bargaining unit employees. These illegal changes included a reduction in the number of sick days, a reduction in the number of vacation days, a reduction in the number of bereavement days, and a change in unit members' health insurance coverage.
5. Respondent violated Section 8(a)(5) and (1) by laying off Union Shop Steward Wilfredo Cruz on December 20, 2004, in violation of the "super-seniority" provision of the parties' expired collective bargaining agreement and in violation of the provision in that agreement which required 5 days notice to the Union prior to any lay-off.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having illegally laid off Wilfredo Cruz on December 20, 2004, must make Wilfredo Cruz whole for any loss of earnings and other benefits, computed on a quarterly basis from the date of his lay-off to the date his reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[4]

ORDER

The Respondent, Trim Corporation of America, Inc., Brooklyn, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Refusing to bargain collectively with UAW Local 2719 by withdrawing recognition from the Union and by refusing and failing to provide the Union the information requested in its April 27 and May 3, 2004 letters in a timely manner;

(b) Making unilateral changes in the terms and conditions of its bargaining unit employees until it has either successfully negotiated a collective bargaining agreement with the Union or has reached an overall impasse in collective bargaining negotiations;

(c) threatening employees with any adverse consequences for their support for the Union;

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize and on request bargain collectively with the Union until a collective bargaining agreement has been reached or an overall impasse in negotiations has been reached;

(b) Provide a timely response to all relevant information requests from the Union, including, but not limited to its April 27 and May 3, 2004 requests for information.

(c) Rescind and make bargaining unit employees whole for any unilateral changes made in their terms and conditions of employment since June 28, 2004;

(d) Make Wilfredo Cruz whole for any loss of earnings and other benefits suffered as a result of his illegal layoff on December 20, 2004;

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order;

(f) Within 14 days after service by the Region, post at its Brooklyn, New York facility, copies of the attached notice marked "Appendix"[5] in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a

[5] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

copy of the notice to all current employees and former employees employed by the Respondent at any time since April 27, 2004

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. June 30, 2006.

_____
Arthur J. Amchan
Administrative Law Judge

JD-46-06
Brooklyn, NY

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT restrain, interfere or coerce you to abandon your representation by UAW Local 2179 or any other union.

WE WILL NOT refuse or fail to provide relevant information requested by the Union in a timely manner.

WE WILL NOT withdraw recognition from UAW Local 2179 on the basis of coercion or intimidation by any of our supervisors or agents.

WE WILL NOT make any changes in the terms and conditions of your employment during negotiations for a collective bargaining agreement prior to either reaching an agreement with the Union or reaching an overall impasse in negotiations.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with the UAW Local 2179 and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit consisting of warehouse and assembly employees.

WE WILL provide the Union with a timely response to all relevant requests for information, including the request of April 27, and May, 3, 2004, regarding our relationship to Heritage Company.

WE WILL make Wilfredo Cruz whole for any loss of earnings and other benefits resulting from his layoff of December 20, 2004, less any net interim earnings, plus interest.

WE WILL rescind and make all unit employees whole for any unilateral changes in the terms and conditions of their employment, such as loss of sick days, vacation days, changes in health insurance, etc., that were made after June 28, 2004.

TRIM CORPORATION OF AMERICA, INC.

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

One MetroTech Center (North), Jay Street and Myrtle Avenue, 10th Floor

Brooklyn, New York 11201-4201

Hours: 9 a.m. to 5:30 p.m.

718-330-7713.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 718-330-2862.